

Regulations of the Trans.eu Platform

Effective Date of Regulations: **30.08.2024**

RULES OF ACCESS TO THE PLATFORM

I. GENERAL PROVISIONS

- 1.1. **Regulations** - these Regulations of the Trans.eu Platform.
- 1.2. **Service Provider** - TRANS.EU YAZILIM LTD. ŞTİ, Kolektif House Barbaros Mah. Begonya Sok. No:1/2 Nidakule 34750, Ataşehir/İstanbul, Türkiye, Vergi Numarası: 8590572720.
- 1.3. **Trans.eu Platform/Platform** – a B2B Internet platform of the Service Provider, available at the following address www.platform.trans.eu which is the next version of the Trans.eu Platform.
- 1.4. **Service Recipient** – a user who is bound to the Service Provider by the Agreement.
- 1.5. **Agreement** – an agreement for the provision of services concluded between the Service Provider and the Service Recipient in the form specified in point VII.1.
- 1.6. **Messenger** – an instant messenger, available within the Platform, enabling direct communication.
- 1.7. **Services** – services rendered against payment on the basis of the Agreement, within the framework of a specified Product.
- 1.8. **Freight** – a vacant cargo offer posted by the User to be accepted by both sides of the transaction.
- 1.9. **Settlement Period** – a closed period for which the Invoice for the provision of Services is issued to the User.
- 1.10. **Invoice** – a VAT invoice issued to the Service Recipient for the provision of Services, provided to the User.
- 1.11. **Pro-Forma Invoice** - a document issued by the Service Provider for the Services ordered before payment is made, which constitutes the basis thereof.
- 1.12. **Price List** – a list of prices for access to the Services together with an indication of current promotions, published on the website www.trans.eu within section: [Price List](#).
- 1.13. **Account** – an account in the Trans.eu Platform, assigned to the User, constituting a set of resources (data) and rights at which the Related Accounts are created.
- 1.14. **Related Account** – an account of a natural person assigned to the Account whose TransID number is composed of the Account prefix and order number (so-called User ID).
- 1.15. **TransID** - a unique identification number assigned to the User at the moment of Account registration, created according to the X model for the User, and X-Y for the Related User, where Y is the order number assigned to the Related User.

- 1.16. **User** – a natural person, an organizational unit without legal personality to which the law grants legal capacity or a legal person conducting business activity related to transport and forwarding who has registered an Account in the Platform.
- 1.17. **Related User** – a natural person who has a Related Account created on the Account. The User is fully liable for actions and omissions of the Related User, in particular those resulting in violation of the Regulations. The Related User acts for and on behalf of the User as an authorized plenipotentiary.
- 1.18. **Representative/Authorised User** – a user who has registered an Account and joined the process of verification or authorization of this Account on the terms specified in the Regulations or the Related User to whom the status of the Representative has been transferred. The Representative is the User's proxy at least in the scope of making declarations of knowledge and will towards the Service Provider and may contact the Service Provider on behalf of the User in all matters related to the Platform.
- 1.19. **License Agreement / License** – the General Terms and Conditions of the License constituting Appendix No. 1 to these Regulations accepted by the User within the acceptance of these Regulations when registering an account in The Platform or upon first logging into The Platform on the basis of which the User uses the Software.
- 1.20. **Software** – all software made available by the Licensor within the Platform, including the Database and applications, in web or mobile versions, together with subsequent updates and additions on the basis of the License Agreement.
- 1.21. **Product** – the scope of services, functionalities and rights to which the User receives access on the basis of the Agreement.
- 1.22. **Order** – a declaration of the User made through an on-line form, constituting an offer to conclude an Agreement with the Service Provider .
- 1.23. **Verification** – a process of basic verification of data provided in registration form, which positive transition gives the opportunity to order Products, that do not require Authorization
- 1.24. **Database** – all data entered via the Software, including in particular personal data, contact and address data, information concerning the company, its documents, car fleet, employees, published Offers, issued offers and negotiations, transactions concluded, geolocation data.
- 1.25. **Offer** - an offer of a free load or vehicle that the Related User after correctly filling in the data, publishes in the mode of his/her choice.
- 1.26. **PRE-PAID** - a mode of access to Products, based on purchase (payment in advance) of the access for a selected period of time, indicated in the Price List, launched after the payment of the Fee.
- 1.27. **Logging in with TransID (OneLogin)** - a service provided by the Service Provider that allows logging in to websites belonging to companies from the Trans.eu group using the same login and password.
- 1.28. **Technical Account** - is a type of account assigned to a given Related User, which allows to view operations and data on the Account, but without access to the Public Freight Exchange.
- 1.29. **Licensor** - Trans.eu Group S.A. with its registered office in Wrocław address: Raławicka 2-4, 53-146 Wrocław, Poland, entered in the register of entrepreneurs under KRS no.: 0000720763,

Tax Identification Number (NIP): 8942764658, National Business Registry Number (REGON): 932920615.

- 1.30 **Payment Operator** - an entity providing payment services as a National Payment Institution within the meaning of the Polish Payment Services Act of August 19, 2011.

2. These Regulations define the rules for access to and use of the Platform and the provision of electronic services by the Service Provider on a given market. The Platform provides information society services, i.e. intermediary services within the meaning of Art. 3 item g) REGULATION (EU) 2022/2065 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 19 October 2022 on a Single Market For Digital Services and amending Directive 2000/31/EC (hereinafter: Digital Services Act). The provider of intermediary services, within the meaning of the Digital Services Act, regardless of the Service Provider designated in a given market, is Trans.eu Group S.A. based in Wrocław (Poland), Raławicka 2-4, 53-146 Wrocław, entered into the register of entrepreneurs under KRS no.: 0000720763, Tax Identification Number (NIP): 8942764658, National Business Registry Number (REGON): 932920615, as the main organizational entity of the provider.
3. In order to gain full access to the Platform, it is necessary to:
 - a) register an Account
 - b) Verification,
 - c) get authorization of the Account
 - d) conclude an Agreement for certain Products.
4. Account Verification is a sufficient condition for gaining the possibility of conducting an agreement for the access to the Platform and usage of the Products, while the authorization is a condition for obtaining the opportunity to use Public Freight Exchange and SmartMatch.

II. REGISTRATION

1. Registration of an Account in The Platform requires filling in a registration form available at www.trans.eu or by invitation from another User.
2. During account registration, the User accepts the Regulations and thus confirms that he or she has read its terms and agrees to all the provisions of the Regulations. As part of Logging in with TransID, it is necessary to accept the regulations of a given website. In addition, the User declares that concluding the Agreement is a part of and in connection with his or hers business activity, and it has a professional nature, resulting in particular from the subject of the business activity.
3. In order to use the Platform and the Software, it is necessary to have devices enabling the use of Internet resources, an electronic mailbox (e-mail) and a web browser enabling the display of web pages (in accordance with the recommendations available at <https://help.trans.eu>).
4. It is forbidden for the Users to deliver illegal content to the Platform or Software.

5. Subject to the provisions of para. 6 below, the User is entitled to have only one Account. At the moment of registration of the Account, the User receives the TransId number. Each User may have only one TransId number. One Account may only be used by one entrepreneur.
6. In case of Users having branches or conducting business activity in more than 1 location in any form (in particular as an organized part of an enterprise), the User is obliged to register each branch, each organized part of the enterprise or each office as a separate User who should have a separate Account.
7. The User may create any number of Related Accounts on the Account for the benefit of natural persons who have a legal relationship with the User, in particular under an employment contract, a contract of mandate or a specific task contract, provided that the performance of such contracts does not violate these Regulations or the License Agreement.

III. AUTHORIZATION

1. Granting Authorization

- 1.1 The authorization process for the Account on The Platform includes:
 - a) Account creation,
 - b) User verification,
 - c) granting authorization of the Account.
- 1.2. The purpose of the User's Verification is to substantiate the existence of the User's enterprise based on publicly available information and information provided by the User. The User may obtain pre-authorization (granted on the basis of an authorization bank transfer), and the condition for keeping it is the completion of the full Authorization process before the date indicated by the Service Provider. The pre-authorization might be revoked at any time that shall result in submitting to the full Authorization process.
- 1.3 The purpose of the Authorization is an objectively possible verification of the User in terms of his activity and in the context of the principles of operation on the Trans.eu Platform, described in these Regulations. In order to receive the Authorization, the User is obliged to send the Service Provider by fax, e-mail or letter copies of the documents indicated by the Service Provider.
- 1.4. The Service Provider reserves the right to contact by phone or by means of distance communication in order to verify the data provided by the User or a Related User.
- 1.5 Copies of registration documents and documents, confirming the entrepreneur's competencies, sent by the User, are published within the Account. For the User's safety, each document bears the Trans.eu watermark. The watermark is not a certification of those copies.
- 1.6. Account authorization is a decision taken by the Service Provider on the basis of these Regulations and internal verification procedures of the Service Provider, taking into account the protection of the interests of the Service Provider and other Users the positive result of which means the possibility of using, after placing the Order, the Products, that require authorization.

- 1.7. The Service Provider reserves the exclusive right to change the data required to create the Account, verify the User and authorize the Account in the Platform. It is forbidden for the User to independently make any changes to the data (except for editing phone numbers and the process of adding or removing related user accounts).
- 1.8. The Service Provider may at any time make the authorization of the Account or further use of the Services by the User subject to presentation of officially certified documents or the re-authorization process.
- 1.9. The Service Provider reserves the right to re-authorize the Account in the event of a change in the User's data or inactivity for a period exceeding 30 days.
- 1.10. Lack of Account authorization, as a result of refusal of authorization (point III. 2), revocation of the Account authorization (III.3), blocking of the Account (IV) on the basis of the provisions of these Regulations result in the lack of access to the Products for which authorization is required in accordance with the provisions of point IX, even if they are an element of the Services provided at a given moment.
- 1.11. The Account blocking, in accordance with point IV, results in the loss of access to all Products.

2. Refusal of Authorization

- 2.1. The Service Provider may refuse to authorize the Account if it is justified by the legitimate interest of the Service Provider or other Users, in particular in cases of:
 - a) conduct by the Users or entities with equity or personal ties with the Users acts contrary to the generally applicable law, the Regulations or principles of morality, including the use of the User Database or the Software to send unsolicited commercial information (spamming) to the Users or to advertise activities competitive to the Trans.eu Platform,
 - b) non-payment of financial obligations towards other entrepreneurs by the Users or entities with equity or personal ties with the Users,
 - c) a justified suspicion (substantiated by contact details and other sources of information) of violation by the User of the provisions of point II.4-II.7 and V.2. of the Regulations,
 - d) incomplete, false or misleading information provided to the Service Provider by the User,
 - e) conducting business activity, declared by the User within the scope of transport and logistic, for a period not exceeding one year,
 - f) obtaining information about the User's pending bankruptcy, composition, recovery or liquidation proceedings,
 - g) suspension or closure of the User's business,
 - h) a breach of the License Agreement by the User,
 - i) application by the User of clauses including the prohibition of assignment or leading to the prohibition of assignment of claims arising from transport orders,
 - j) change in the composition of shareholders, in at least 50% of the User's equity participation or change in the composition of a partnership in at least 50% of the composition, within 2 years preceding the moment of joining the authorization process.
- 2.2. The circumstance indicated in point III.2.1 b) should be documented:
 - a) effective court decision,

- b) publication of a receivable sale offer on the Receivables Exchange administered by Pactus.eu sp. z o.o.,
- c) rating data on the User's payment habits, delivered by the third party (e.g., business information providers, commercial reports) or derived from the usage of other services available to the Platform (Section XIII),
- d) in other documented form (e.g. information about the debt from the business information office/registry or report from the other User).

3. Revocation of Authorization

- 3.1. The Revocation of the authorization of the Account leads to the lack of authorization of the Account with all Related Accounts and the effects specified in point III.1.10, while the Revocation of the authorization of the Related Account has this effect only in relation to this Related Account.
- 3.2. The Service Provider may revoke authorization of the Account or of the Related Account only if it is justified by the legitimate interest of the Service Provider or other Users, in particular in cases:
 - a) set out in point III.2. of the Regulations (REFUSAL OF AUTHORIZATION),
 - b) of an infringement of the provisions of point V.3 of the Regulations (USER'S AND RELATED USER'S OBLIGATIONS with respect to the Products),
 - c) of delay in payment to the Service Provider,
- 3.3. The Account authorization may be revoked for the time of verification of the User referred to in point I.6.3. and I.6.4. of the Regulations.
- 3.4. Revocation of the Account authorization takes place for the time necessary to explain the User's situation or until the date of settlement of amounts due to the Service Provider.
- 3.5. The Service Provider, after explaining the reasons for revoking the Account authorization, takes a decision on:
 - a) blocking the Account,
 - b) the restoration of the authorization of the User's Account on the previous terms and conditions,
 - c) the restoration of the authorization of the Account on the basis of an agreement on individual conditions of access to the Services, referred to in point VII.1.4. of the Regulations,
 - d) leaving the revoked Account authorization until the date of meeting the conditions specified by the Service Provider in the course of verification.

IV. GROUNDS FOR BLOCKING AND DELETION OF THE ACCOUNT

- 1.1. Account blocking causes total loss of access to the Platform and Products. Blocking may apply to the Account or single Related Accounts. On the day of blocking the Account (without time limit), the License Agreement is also terminated.
- 1.2. The Service Provider has the right to block:

- a) the Account and all Related Accounts as a result of the termination of the Agreement in accordance with point VII.2. of the Regulations,
 - b) a specified Related Account as a result of the notification referred to in point V.2.3. of the Regulations or the Service Provider's determination that the legal relationship with the Related User of such a Related Account has expired.
- 1.3. The Service Provider has the right to block the Account or all Related Accounts in cases:
- a) referred to in point III.2. of the Regulations (REFUSAL OF AUTHORIZATION) or point V.3. of the Regulations (USER'S AND RELATED USER'S OBLIGATIONS with respect to the Products) which result in a gross violation of the interests of the Service Provider or other Users - with immediate effect without prior revocation of the authorization of the Account,
 - b) of delay in payment to the Service Provider lasting more than 14 days,
 - c) of a negative outcome of the processing of a complaint of the User whose Account Authorization has been revoked,
 - d) of lapse of 90 days from the date of revocation of the Account authorization and lack of grounds to restore the authorization,
 - e) of the inactivity of the User who does not have an active Agreement for a period exceeding 90 days,
 - f) of infringement by the User or Related User of the Service Provider's rights, mentioned in point VI.2 .
- 1.4. The Service Provider has the right to temporarily block the Related Account or the Account in the event of violation of the provisions of points V.2 and V.3 of the Regulations - the Account is frozen for a specified period of 24 hours on the first violation, 48 hours on the second violation, 72 hours on the third violation – or in the situation described in point IV.1.3. point b) until payment is made.
- 1.5. Blockade of the Account also makes it impossible to log in with TransID.

V. DECLARATIONS AND LIABILITY OF THE USER

1. Roles and accesses of Related Users

- 1.1. Within the Account, Related Accounts are created.
- 1.2. The Related Users can be assigned roles within the Account and given access to specific functionalities. The User and the Representative is responsible for the correctness of data and permissions (resulting from roles and accesses).
- 1.3. The Representative can assign and receive Administrator roles. The Administrator performs current operational activities within the Platform, including making decisions in the scope of Related accounts.

2. Obligations of the Users and Related Users with respect to the Account

- 2.1. The User is obliged to:
 - a) provide true data concerning the User's company and the data of the Related Users,

- b) report and keep up-to-date personal and contact details on the Account and Related Accounts,
 - c) inform the Service Provider of any change in composition:
 - of the User's bodies, or
 - partners in the User's partnership or civil law partnership, or
 - the User's shareholders holding at least 10 per cent of the shares.
- 2.2. At the Service Provider's request, the User is obliged to confirm the truthfulness of the data declared within the Related Account and to prove the existence of a legal relationship justifying the creation of the Related Account for a given person, by submitting appropriate documents (e.g. an identity document of a natural person – Related User, declaration on the existence of the aforementioned legal relationship between the User and the Related User, etc.), whereby the User will ensure compliance of the provision of the above data with the requirements of its local legal law on personal data protection.
- 2.3. Not later than 7 days from the date of termination of the legal relationship referred to in point V.2.2.:
- a) the User is obliged to delete the Related Account for which the legal relationship has ceased, or to request the Service Provider to delete it,
 - b) the Related User in respect of whom the above-mentioned relationship has ceased, should inform the Service Provider of this fact. The Service Provider reserves the right to delete the User's Related Account if it determines on its own that the above mentioned legal relationship has ceased.
- 2.4. Neither the User nor the Related User has any rights to:
- a) use the Accounts/Related Accounts of other Users/Related Users,
 - b) make their Accounts available to other Users/Related Users,
 - c) make their Accounts available to third parties,
 - d) post orders or accept orders for entities other than the User with whom the Account is registered,
 - e) require the Service Provider to issue the Invoice or the Pro-Forma Invoice to an entity other than the User, or demand that the payment made be credited towards an invoice issued for the benefit of another entity,
 - f) demand an invoice to be issued by the contractor to an entity other than the User,
 - g) delete documents and data contained on the Account and Related Account, unless they are immediately replaced by other relevant data,
 - h) use the functions and tools of The Platform contrary to its intended use (e.g. include contact details in the description field next to the offer, publish in the description field a description of content contrary to regulations or principles of morality, issue false or groundless references to other entities, etc.).
- 2.5. The Related User is obliged to:
- a) secure the Related Account with a password (at a level that makes it impossible for third parties to guess) and keep the password secret. The password is confidential information,

- b) notify to the Service Provider (by e-mail to: info@trans.eu or by contacting the customer service department) any changes in the data concerning both the Related User and the User (i.e. the entrepreneur or its partners/shareholders), in particular those specified in points V.2.1.- V.2.3.
- 2.6. The User is obliged to inform the Service Provider electronically (e-mail/Messenger/contact form) or by contacting the customer service department about the planned closure or suspension of the business activity in time to enable the termination of the Agreement in compliance with the notice period.
- 2.7. It is not allowed to use (be logged in) the same Related Account at the same time from the same type of usage.

3. Obligations of the Users and Related Users with respect to the Products

- 3.1. The User declares and acknowledges that:
- a) the Account is intended for the exchange of information with other Users within the scope of the business activity, in particular, for making arrangements regarding the conditions for the execution of orders, agreements, cargo transport,
 - b) through the Products the Related Users, acting on his or her behalf, may incur liabilities,
 - c) by creating an account for a Related User, the User authorizes these Related Users to perform legal actions and conduct business activities on their behalf on the Platform, as well acting on behalf of the User in the scope of using the services available within the Platform (Chapter XII), i.a. request for the financing of invoices, concluding assignment of receivables contracts, make legal statements within the transport orders.
 - d) all offers, communications and representations made within the framework of The Platform Products have the legal significance in accordance with generally applicable law,
 - e) for opinions, references and comments published by the Related Users is responsible not only the author but also the User on behalf of whom he or she acted,
 - f) if, as a result of a report, that has been substantiated by attendant circumstances, the Service Provider will determine an event, that the User/Related User avoids usage of confirmation functionalities, provided on the Platform (e.g. acceptance of the offer, approval of the order, confirmation of completion of the transport order), then administrative approval of such action with all the consequences of such activity on the Platform (substitute acceptance) shall apply.
- 3.2. Both the User and each Related User undertakes to use The Platform in accordance with applicable laws, social and moral standards and the provisions of these Regulations, and in particular:
- a) to act in a manner that does not violate the rights of other Users/Related Users;
 - b) not to transfer the right to use the Account to third parties;
 - c) not to provide access to login details or in any other way enable the use of the Account;
 - d) to fulfill its obligations towards other Users, including in particular not having overdue payments;

- e) to use the tools and functionalities of the Platform in accordance with their intended purpose, consisting in particular of the obligations and prohibitions indicated in point 3.3. below.
 - f) not to obstruct other User from the use of available tools and services (Chapter XII);
 - g) indicating and updating correct data on the User's Account;
 - h) not to violate the confidentiality of correspondence.
- 3.3. For the use of the Platform functionalities, both the User and the Related User are obliged to:
- a) when publishing an Offer - provide parameters of the future transport order in accordance with the facts and taking account of the principles of point V.3.4. below;
 - b) avoid duplication of Offers (prohibition of spam);
 - c) accept all the transactions on the Platform coming from the published Offers, if, as a result, a contract of carriage was concluded (transport order) between the parties discussing a given Offer;
 - d) accept or reject via the functionalities available on the Platform the fact of executing the order (PoD) resulting from the published offer, based on the documents in an electronic form attached by the contractor, if it is required by another User;
 - e) accept or reject transport orders generated in the orders module on the Platform for Offers published there, if it is required by another User (acting as the orderer);
 - f) accept or reject invoices issued and sent by another User (acting as the orderer) from the Platform, for orders resulting from the published Offer;
 - g) refrain from applying provisions in a transport order being illegal (including, in particular, the CMR Convention) or immoral, or breaching the Regulations (including, in particular, clauses referred to in point V.3.5).
- 3.4 Content in the fields editable within the Products should be legibly edited and must not contain:
- a) vulgarisms, content inciting hatred, racism, xenophobia and conflict among nations,
 - b) information written vertically,
 - c) advertising content,
 - d) abbreviated and camouflaged content that violates the Regulations or provisions of generally applicable law,
 - e) information on vacant freight or vehicles,
 - f) contact information (e-mail address, address data, website addresses, messenger number or other),
 - g) opinions about other Users,
- 3.5. In the scope of orders executed on the basis of published offers, the User and the Related User are obliged to avoid applying clauses contrary to the law or good manners, covering in particular:
- a) reservation of payment deadlines in violation of the Act of March 8, 2013 on preventing excessive delays in commercial transactions,
 - b) prohibition of assignment of receivables preventing other Users from using the forms of financing available on the market,
 - c) reservation of invalid contractual penalties (e.g. defectively reserved or in violation of the CMR Convention),

- d) unjustified obligation to send "original" transport documents,
 - e) prohibition of electronic confirmation of order execution.
- 3.6. In order to verify reports of breaching provisions of the Regulations, the Service Provider has the right to require the User or/and the Related User to provide documents confirming execution or ordering transport services.
- 3.7. The User/Related User undertakes to refrain from any other undesirable behavior, including, in particular, those involving significant overload of the Service Provider's servers or connections.

VI LIABILITY AND RIGHTS OF THE LICENSOR/SERVICE PROVIDER

1. Licensor's Liability

- 1.1. The Licensor will make every effort so that:
- a) the Software and Products available through it, will be available, which means the operation of basic functionalities within the Product), at a level of 90% per year (SLA),
 - b) the time of removing possible failures (understood as total unavailability of the Product, i.e. no access to its basic functionalities) is not longer than 24 hours (not including statutory holidays, that are officially celebrated in the Service Provider's country, and Saturdays),
 - c) the time of any restrictions on access to the Product is no longer than 72 hours (not including statutory holidays, that are officially celebrated in the Service Provider's country ,and Saturdays),
 - d) service breaks (understood as announced maintenance works, which may cause unavailability of Products, the time of which is not included in the SLA) will take place on working days between 5.00 pm and 5.00 am (UTC/GMT+2) (with the maximum total unavailability time up to 16 hours in a calendar month) or on weekends and public holidays (at any time and without a time limit of unavailability), however, in exceptional circumstances, the Licensor will be entitled to carry out service breaks on business days from 5:00 a.m. to 5:00 p.m. (UTC/GMT +2) not exceeding 4 hours of unavailability at a time.
- Notwithstanding the above provisions, liability for failures resulting from force majeure, factors beyond the Licensor 's control, including unauthorized interference by Users or third parties, is excluded.
- 1.2. The Service Provider/ Licensor is not liable for failures resulting from causes beyond the Service Provider's control, including in particular for:
- a) the lack of access to the Products as a result of sanctions imposed in accordance with points III and IV of the Regulations,
 - b) the lack of access to or incomplete access to the Products, resulting from the User's software or hardware,
 - c) the loss of all Users' data stored on servers not belonging to the Service Provider/ Licensor.
- 1.3. The Service Provider/Licensor is responsible for damages caused to the User solely due to willful misconduct.
- 1.4. The Service Provider/Licensor is liable for services provided by electronic means in accordance with the principles set out in generally applicable provisions.

- 1.5. The Service Provider/Licensors is not liable for acts and omissions of the Users/Related Users, and in particular for:
 - a) the veracity of data presented by the User and Related User during the registration and authorization process,
 - b) the content transmitted and published through the Products (Chapter XII),
 - c) not concluding, improper performance or non-performance by the Users of agreements concluded with other Users,
 - d) actions of the Users and third parties violating the provisions of the Regulations,
 - e) insolvency of the Users,
 - f) revocation or refraining from authorizing the Account and the User's loss of benefits in this regards,
 - g) deletion, blocking of the Account or access to some or all of the Services for each User whose actions are contrary to the generally binding law, provisions of these Regulations, principles of morality, as well as, if these actions threaten or violate the interests of the Service Provider, Licensor or other Users,
 - h) removal of the User from offers,
 - i) the consequences of unauthorized access to the User Account, regardless of the manner in which this happened (e.g. password being made available to a third party by the User, password being violated by a third party),
 - j) data from external systems or published by entities other than the Service Provider/Licensors and available through the Products,
 - k) for services provided by third parties and available through the Products.

2. Database and Software Protection.

- 2.1. The Database is the property of the Licensor and is subject to protection under the regulations on the protection of databases and as a work within the meaning of the regulations on the protection of intellectual property.
- 2.2. Access to the Database is possible through the Products, in accordance with the provisions of Chapter IX.
- 2.3. The Licensor sets transfer limits for each User. The transfer limit is the limit number of data transmitted per time unit within the Trans.eu Platform and the Trans.eu Software. If this limit is exceeded, the possibility of further transfer will be blocked and an appropriate message will be displayed. The User receives a limit of 1000 to 10000 views per month. Its value depends on the range of viewed data.
- 2.4. The User Database is subject to the protection resulting from the regulations on the protection of databases and copyright regulations as a work. All proprietary copyrights to the User Database of the Trans.eu Platform are vested exclusively in the Licensor.
- 2.5. Copying, modification, distribution of the User Database without prior written consent of the Licensor or using the User Database in a manner inconsistent with the Regulations, including destruction, damaging, deleting or changing the data contained in the Database is prohibited. Such actions constitute a gross violation of the mandatory provisions of law and the provisions

of these Regulations and are the basis for pursuing claims against the infringer for discontinuation of infringements, return of benefits obtained and payment of appropriate compensation.

- 2.6. All intellectual property rights in the Software are vested in the Licensor. Detailed terms and conditions of the License are set out in Appendix 1 to these Regulations. Using the Software on the basis of the License granted does not result in any acquisition by the Users of any intellectual property rights to the Software. Prohibited is any infringement of intellectual property rights to the Software, in particular:
 - a) copying, modifying and transmitting electronically or in any other way the Software or its parts, as well as individual works and databases, without the express written consent of the Licensor,
 - b) use of the Software in a manner inconsistent with these Regulations or generally applicable laws,
 - c) destroying, damaging, deleting or altering IT, text and graphics data or otherwise interfering with the operation of the Products,
 - d) downloading the content of the Software in whole or in part, in particular Databases and their secondary use in whole or in part, without the express written consent of the Licensor.
- 2.7. Data provided by the Software may be processed (including in particular downloading) only with the use of available functions and services of the Trans.eu Platform or within integration based on API shared according to the API Regulations (<https://www.trans.eu/api/>). Automated processing (including in particular copying and downloading), e.g. via interfaces, third-party software, bots, scripts or other auxiliaries, which differ from standard web browsers, requires the express consent of the Licensor in writing.
- 2.8. Both the User and the Related User acknowledge that the conversations conducted as part of the Messenger functionality are not private and their content may be processed by the Licensor. By accepting the Regulations, each User and Related User acknowledges that the content of conversations conducted via the Messenger may be subject to review and analysis by the Service Provider/Licensor in order to ensure the safety of Users, prevent abuse and develop the Platform.

3. Service Provider/Licensor's Rights

- 3.1. The Licensor reserves the right to intervene in the technical structure of the Account in order to diagnose irregularities in the functioning of the Software, and may also make changes and in any other way influence the technical side of the Account in order to modify or restore its proper functioning.
- 3.2. The Service Provider/Licensor may remove or block the Account or access to some or all of the Services to any User whose actions violate the interests of the Service Provider/Licensor or other Users. The Service Provider/Licensor may in particular apply limits on the publication of offers, if this is justified by the protection of the Database or the legitimate interests of other Users.

- 3.3. In case of any actions taken by the User that violate the Regulations, the Service Provider will be entitled to a contractual penalty from the User in the amount of:
- a) the monthly subscription fee, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts – in case of minor infringements,
 - b) the equivalent of the annual net subscription fee for the Freight Exchange, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts for each single infringement – in the case of infringements constituting a medium threat to the interests of the Service Provider, Licensor or other Users which are deemed in particular to be infringements of the following provisions of the Regulations: V.2.4., V.3. (depending on the level of nuisance) , III.2.1. lit a),
 - c) the equivalent of twice the annual net subscription fee for the Freight Exchange, indicated in the Price List in force on the day the contractual penalty is charged, without the application of current promotions and discounts – in the case of significant infringements detrimental to the interests of the Service Provider, Licensor or other Users which are deemed in particular to be infringements of the following provisions: V.2.4. of the Regulations by making the Account available to more than one entity or using the Account by more than one User, as well as violation of the following provisions of the Regulations: III.3. (depending on the level of nuisance), VI.2.5., VI.2.7,
- 3.4. The Service Provider/Licensor reserves the right and the User agrees to:
- a) use of the User's intellectual and industrial property rights, including trade names and trademarks, for promotional and marketing purposes of the Service Provider/Licensor,
 - b) place copies of documents bearing the "Trans.eu" watermark on the User's profile.
- 3.5. By using the Platform, the User acknowledges that he/she may receive up-to-date information (newsletters) concerning, among others: changes in the software, Regulations of services within the Trans.eu Platform, IT security of the Trans.eu Platform, as well as commercial information constituting direct marketing of products and services of the Licensor and entities from the Trans.eu group. Confirmation of the willingness to receive commercial information within the meaning of the Polish Act on the Provision of Services by Electronic Means and the Polish Act on the Telecommunications Law, the User performs through a separate statement expressed within the Trans.eu Platform. The User may unsubscribe from receiving marketing information at any time by notifying the Service Provider/Licensor and entities from the Trans.eu group.

RULES FOR THE PROVISION OF SERVICES

VII. THE CONDITIONS FOR THE CONCLUSION AND TERMINATION OF AGREEMENTS

1. Conclusion of the Agreement

- 1.1. Access to the Software is granted at the moment of Verification of the Account at the basic level. After obtaining the Authorization, the User receives access to further functionalities in accordance with the provisions of Chapter IX. The Services under the Products are provided

against payment via the Software under the terms of the Agreement, General Commercial Terms, the Regulations and Price List.

- 1.2. Conclusion of the Agreement takes place through the exchange of declarations of will made on-line, i.e. by placing the Order by the Related User acting on behalf of the User, and confirmation of its acceptance by the Service Provider by issuing and sending the Agreement/General Commercial Terms via e-mail to the Representative (or followed by written form if it is legally required). The moment of concluding the contract upon the Agreement/General Commercial Terms is the moment of generating a document in pdf format (or exchanging the written form if its required) . On the basis of the online order each Related User may order Products and services offered within the Platform.
- 1.3. The Service Provider reserves the right to conclude a written contract by exchanging signed copies.
- 1.4. The Service Provider reserves the right to provide Services on individual terms specified in a separate agreement. Individual contracts may be concluded in particular: as part of special programs, announced by the Service Provider, where the rules of operation and requirements are specified in separate regulations or as part of an offer for a specific segment of Users.
- 1.5. The Service Provider has the right to grant the User access to the Services for a test period. During the test period, the provisions of the Regulations apply to the User accordingly.
- 1.6. For Users having branches or conducting business activity outside the registered office of the enterprise in any form (in particular as an organized part of the enterprise), the Service Provider will grant the status of TransPro and will provide services on the basis of a separate agreement for the provision of services.
- 1.7. New functionalities of the Platform, not indicated in Chapter IX of the Regulations, the Service Provider makes available to the Users within the framework of beta-tests of software, which means that one of the objectives of the implementation is to test a product in an environment of real logistic application. The Service Provider does not guarantee their availability or lack of errors, which the Client acknowledges and agrees to. Any liability of the Service Provider for software in a trial version is excluded, with the exception of willful misconduct or omission. You may use the trial version of software free of charge until the end of the beta-tests period and the offer of new services.

2. Termination of the Agreement

- 2.1. The Agreement may be terminated as a whole or dissolved in terms of individual Products in form of a document, otherwise being null and void, enabling the identification of the author of the declaration, entitled to act on behalf of the author of the declaration (scan, fax, e-mail):
 - a) by each party, without justification, can one-sidedly terminate the Agreement without pointing out the reasons, informing the other Party with one month's notice with the effect at the end of the Subscription Settlement Period, however If the Agreement is being terminated on this basis the annual (or other period that Parties has agreed on) subscription fee for the annual (or other period that Parties has agreed on) Settlement Period will not be refunded and belongs to the Service Provider. For the annual Settlement Periods in the event of a notice of

less than 30 days to the end of the annual Settlement Period, it is assumed that the following Settlement Period is monthly and the contract is terminated at its end.

- b) by the User, who can one-sidedly terminate the Agreement with immediate effect (effective as of the date on which the notice was sent and the Service Provider was able to get acquainted with its content), if the User:
 - i. does not agree with the changes introduced to the Regulations under procedure specified in point XIII.2., within one month from the date of publication of changes to the Regulations; after this one month period is finished, it is considered that the User has agreed with and accepted the changes in the Regulations.
 - ii. does not agree with the changes in the Price List, about which he was informed in the way specified in point VIII.1.a, within 30 days from the date of sending notifications to the e-mail address of the Representative; after this 30 days period is finished, it is considered that the User has agreed with and accepted the changes in the Price List.
 - c) by the Service Provider, with immediate effect (effective as of the date on which the notice was sent and the User was able to get acquainted with its content), in case the User has essentially violated the Agreement. The Parties agree that the essential violation of the Agreement will be considered these cases:
 - i. the occurrence of any reason for blocking the Account specified in Chapter IV. of the Regulations,
 - ii. non-payment within the time limit specified in the Invoice or Pro-Forma Invoice,
 - iii. in order to protect the essential interest and safety of the Service Provider or other Users.
- 2.2. Restriction of the access to the Platform referred to in clause VIII.1.5. shall not be deemed as a termination of the Agreement.
- 2.3. The right to terminate under VII.2.1. point a) and VII.2.1. point b) ii. does not apply to services and products ordered in the PRE-PAID mode.

VIII. PRICE AND PAYMENTS

- 1. Prices for access to each Product are specified:
 - a) in the Price List, where the Service Provider has the right to change the price for the Agreement by sending notices via e-mail to the Representatives about the planned change of the Price together with a new Price List, where the new prices will come into force from the first Settlement Period following the lapse of 30 days from the date of sending the above mentioned notifications,
 - b) in an individual agreement or a written agreement that has priority over the Price List or
 - c) in the terms and conditions of a special offer specified in the Price List or in the Agreement or in separate regulations.
- 2. Fees are calculated in accordance with the Price List in Settlement periods. As part of the provision of the Services, the following settlement periods are defined:
 - a) SUBSCRIPTION – meaning a yearly, monthly or other period settlement cycle, however, in the event of selecting the annual Settlement period and failure to pay the Proforma Invoice by the

date indicated therein, the orders are automatically converted into submitted with a monthly Settlement period (without the possibility of using an annual discount);

- b) MICROPAYMENTS - meaning a monthly settlement cycle,
 - c) PRE-PAID - the duration of which is specified in the Price List, and its beginning is the moment of payment for the service / product (the moment of booking the payment on the Service Provider's account).
3. The User pays for the Settlement Period and within the time limit specified in the Agreement or in the General Commercial Terms. The date of payment is the date on which the Service Provider's bank account is credited with the amount indicated on the Invoice or Pro-Forma Invoice.
 4. In the cases referred to in point VII.2.1 (b) and (c) the amount of the subscription paid and unused is refunded to the User within 30 days from the date of receipt by the Service Provider of a request for refunding the overpayment, however it shall not apply to: the activation fee, reactivation fee, any other one-off fees provided for in the Price List, or the contractual penalty charged. The User will be entitled to a refund of the amount equivalent to the part of the subscription fee proportional to the period remaining until the end of the paid Settlement Period.
 5. Lack of timely payment for access to the Product may result in limited access to this Product.
 6. The Service Provider reserves the right and the User agrees to:
 - a) issuing and sending Invoices and Pro-Forma Invoices for Services provided in electronic form,
 - b) receipt of Invoices and Pro-Forma Invoices without the signature of a person authorized to receive them.
 7. The user has a choice of payment method, by selecting " Automatic payment" or one-time payment by using the services of a Payment Operator.
 8. The choice of payment method through the implementation of recurring payment services or one-time payments are available in a separate tab "Payment Methods" in the Account settings.
 9. The User has the right to unsubscribe from the recurring payment service at any time. To resign from this payment method, the User may remove the payment card from the "Payment Methods" tab at any time.
 10. The recurring payment service is provided by the Payment Operator selected by the User from the Platform. To initiate such a payment method, the User should:
 - a) Accept the Payment Operator's Regulations;
 - b) declare consent to transfer data needed to provide the service to the Payment Operator;
 - c) provide all data, including full details of the payment card (debit or credit), to the Payment Operator;
 - d) have means of payment on the card enabling payment of a specific amount for the services provided by the Service Provider.
 11. The Payment Operator sends to the Service Provider limited data of the debit or credit card added by the User for the purpose of making recurring (automatic) payments from the Account (card expiration date, name and surname of the cardholder, part of the card number) necessary to identify the card and assign it to the User.

12. The execution of recurring payments is free of charge on the Trans.eu Platform, but may be associated with additional fees charged by the Payment Operator through which the payment is made. In such a case, fees are charged in accordance with the rate set by the Payment Operator providing this service.
13. In the event that collection of payment funds fails due to their lack on the Card provided by the User, or for other reasons beyond the Service Provider's control, Point. III. 3.2 c) and subsequent sections of the Regulations shall apply.

IX. PRODUCTS

1. Product lines on the Trans.eu Platform

- 1.1 Within the Trans.eu Platform are available Products, which enable management of transport processes, starting from finding a contractor (offer, negotiations, acceptance of offers), through the process of order fulfillment (creation and management of orders) to managing cooperation with contractors. The scope of use of particular Product depends on the User's professional role and the assigned so-called product line on the Platform:
 - a) Tfc - Trans for Carriers - solution dedicated to carriers;
 - b) Tff - Trans for Forwarders - solution dedicated to freight forwarders and logistics operators;
 - c) CargoON - a solution dedicated to shippers and manufacturers.
- 1.2. Within a product line, a User who has an Agreement and active access will be able to use the Products:
 - a) within Tfc - Trans for Carriers:
 - i) unlimited access to offers published on Public Public Freight Exchange,
 - ii) possibility to use Smart Sort - which allows to select (up to 20) and arrange offers from the list of all offers according to their attractiveness for this User in descending order,
 - iii) access to the offers published as Private upon fulfillment of the conditions of the issuer of the offer,
 - iv) possibility of publishing freight offers on Public Freight Exchange, with 20 publications per month included in the Subscription fee, and after the limit is reached, further offers may be published as an Additional Publication,
 - v) conducting negotiations and accepting offers through the Messenger or in the negotiations module,
 - vi) access to the modules: Contractors, Company Information (including Transrisk), Rating and Comment System, Maps and Fleet.
 - b) within Tff - Trans for Forwarders:
 - i) unlimited access to offers published on the Public Freight Exchange,
 - ii) possibility to use Smart Sort - which allows to select (up to 20) and arrange offers from the list of all offers according to their attractiveness for this User in descending order,
 - iii) access to Private publications in accordance with point IX.3,
 - iv) unlimited possibility of publishing freight offers on Public Freight Exchange or on Private Freight Exchange, depending on the Subscription purchased and paid for,

- v) as part of the subscription fee for Public Freight Exchange, the possibility of publishing Direct Offers, referred to in separate regulations,
 - vi) conducting negotiations and accepting offers through the Messenger or in the negotiations module,
 - vii) access to the module Contractors, Company Information (including Transrisk), Rating and Comment System, Maps.
- c) within CargoON:
- i) access to offers published on the Public Freight Exchange,
 - ii) ability to publish freight offers on Public Freight Exchange or on Private Freight Exchange BASIC, provided that: (1) the User has a limited number of loading and unloading places (each Publication must have either a loading or unloading place according to one of the 10 pre-defined addresses) and (2) the number of those publications is limited per month to the volume indicated in the subscription package, chosen by the User, and after the limit is exhausted, further offers can be published as an Additional Publication,
 - iii) conducting negotiations and accepting offers through the Messenger or in the negotiations module,
 - iv) access to the module Contractors, Company Information (including Transrisk), Rating and Comment System, Maps,
 - v) use of functionalities: Fixed Routes and Automatic Rules (ACA - Automated Carrier Assignment),
 - vi) possibility to order (subjected to additional fee) access to: DOE (Digital Order Execution) order management module and Dock Scheduler (warehouse time slot management platform).
- 1.3. Access to Trans.eu Platform for a given Account at the same time is possible only within one of product lines: Tff, CargoON (till 11.01.2022: Tfs), or Tfc. The risk of data loss associated with the request to change the product line in a given Account is borne by the User.
- 1.4. The product line selected by the User must correspond to the User's actual activities and legal rights and requirements (i.e. licenses, insurances etc.). The User's possession of a given product line may be verified by the Service Provider, and in the case of a discrepancy detected, it will be classified as a breach of clause III 2.1. a) of the Regulations.
- 1.5. Notwithstanding the publication limits resulting from restrictions within the product lines, the Service Provider is entitled to apply restrictions resulting from the protection of the interests of other Users and the protection of the Database in accordance with clause VI.3.2. VI.3.2.
- 1.6. Use of the Trans.eu Platform shall be payable in accordance with the Pricelist in the form of Subscription Fees for access to Products as defined in clause IX.2 and in the form of Micropayments or Subscriptions in the case of use of Accessory Services as defined in clause IX.3.
- 1.7. Prices for the use of Accessory Services are specified in the Price List. The fees are calculated per usage, and after their summation in a given Settlement Period, discounts are calculated in

- accordance with the Price List or the Promotion Regulations/Discount Policies in force at a given time.
- 1.8. The Settlement Period chosen by the User for the subscription payment shall not affect the publication limit available under the chosen Subscription package, which is always settled monthly (unused publications are not transferred to the next month). The change of the product line is possible only from the next full Settlement Period. In the case of combining different Products available for Subscription, payments will be aligned to one common Settlement Period by attaching the new Product to the existing Settlement Period (proportional billing for the first period).
 - 1.9. Authorization is not required to use certain features of the Trans.eu Platform (subject to the SmartMatch Service and access to Freight Exchange).

2. Products on the Trans.eu Platform

- 2.1. Access to the services within the Product is subject to Authorization and purchase of the access to the Product in accordance with the provisions of point VII. The price of the purchased Public Freight Exchange and Private Freight Exchange BASIC Subscription include 2 active Related Accounts, and each subsequent one is payable as the Additional Active User Account.
- 2.2. As part of the use of:
 - a) The Public Freight Exchange, the User:
 - i) gains access to the User Database, i.e. a set of all data (i.e. information, photographs, documents) provided by the Users to the Service Provider in the process of Account and Related Account registration, Account authorization and use of the Trans.eu Platform,
 - ii) is given access to intelligent matching tools and systems, enabling more efficient use of the Trans.eu Platform (system suggestions).
 - iii) may view the Freight and Vehicle exchanges enabling the exchange of information on vacant freight space and freight offers in order to find a contractor and provide a transport or forwarding service,
 - iv) publish an offer of a free load or a free vehicle in the Table of Offers (understood as an invitation to submit offers), provided that for Users of the Tfc (Trans for Carrier) product line the number of publications of load offers on Freight Exchange is limited to 20,
 - v) displaying a preview route on maps with the reservation of point. 2.3 and subsequent.
 - b) The Private Freight Exchange BASIC, the User:
 - i) Gains access to tools to build and manage an internal, digitally connected network of carriers added to the Private Freight Exchange,
 - ii) has the ability to publish Offers visible only to carriers added to Private Freight Exchange, whereby the detailed scope of the service is specified in the Regulations for the Provision of Services for Access to the Private Freight Exchange (available at: www.trans.eu/tr/regulations/) in Chapter III. Private Freight Exchange BASIC.
- 2.3. The Service Provider is not liable for:

- a) the consequences of accepting an offer issued by persons unauthorized to access the User's Account, regardless of the manner in which it occurred (e.g. making the Account available, issuing an offer on behalf of another entity),
 - b) outdated offers issued by the User,
 - c) removal of the User's offers from the Freight Exchange and the Vehicle Exchange,
 - d) multiple entries of the same offer by the User.
- 2.4. Suppliers of software, maps, data and materials, which are used on the basis of licenses granted by the Service Provider, are external data suppliers (hereinafter referred to as the Partners), among others, OpenStreetMap (based on ODbL license) and Emapa sp. z o.o. Expanding or changing the circle of Partners does not require a change in the Regulations.
- 2.5. Map materials and other related data are made available to the Service Provider by the Partners on the basis of the license granted. The software and data provided by the Partners are protected by copyright in accordance with the provisions of the License Agreement.
- 2.6. The User uses maps on the basis of a paid, non-exclusive, sub-license, limited in time to the subscription period, to use integrated maps for personal use only. The User has no right to grant further sub-licenses to third parties (making maps available to third parties).
- 2.7. The Service Provider does not guarantee that the maps will be available at any time, free from defects and punctual. Delays or errors in the availability and transmission of data can occur due to technical problems.
- 2.8. The presented maps and information are not a complete reflection of reality, but only an illustrative presentation. The information provided by the Service is for planning support only. Actual access conditions to the point of interest may differ from those presented as a result of changes in weather conditions, road works, traffic jams or other events.
- 2.9. Information about the User available within the Database enables more accurate verification of the contractor before establishing cooperation and includes: Basic information, rating and comments system, Transrisk and certificates.
- 2.10. Basic information includes contact details (i.e. name, address, telephone number, e-mail address), registration data (among other things, registered numbers of the company, VAT code, date and place of establishment of the company), company profile (area of activity, type of services provided), information about employees (i.e. name, surname, contact data) and licenses (e.g. domestic and international transport, road carrier's civil liability document in domestic or international traffic). Documents and information are provided by and under the responsibility of the Users.
- 2.11. The Rating and Comment System enables the User to post the following per transaction:
- a) RATING (subjective expression of one's own opinion) which should be consistent with the real situation and expressed on a scale from 1 to 5. A rating can only be given if the offer/freight/order is accepted on the Platform. The rating period is 30 days in terms of cooperation quality and 120 days in terms of payment.
 - b) COMMENT - truthful and does not violate the rights of third parties for which the person publishing is responsible. Comments can only be made in connection with the Rating.
- 2.12. It is forbidden to use the Rating and Comment System for the purpose of:

- a) providing false information in the comment about the contractor, cooperation with the contractor or the performance of the agreement,
 - b) overestimating the User's credibility by accepting transactions, in order to increase the number of positive ratings, without actually providing the service.
- 2.13. The Service Provider does not interfere with the value of ratings which are the expression of the subjective opinion of the assessor, made by the Users. The Service Provider may only remove the given rating and only in the case of receiving a request from the User who gave the rating.
- 2.14. The User posting a comment is responsible for its content. The Service Provider is responsible for the content of published comments only as the host provider.
- 2.15. Comments on which credible notification of unlawfulness of published content has been received is verified by the Service Provider. The notifier is obliged to:
- a) clearly indicate the content to which the notice refers and the place of its publication,
 - b) indicate what is the unlawfulness of the content of the comment,
 - c) provide documentation (e.g. documents, correspondence, etc.) to confirm that the content of the comment is unlawful.
- 2.16. If the Service Provider, on the basis of collected information, determines that the content of the comment is objectively unlawful, it will be edited or deleted in part or in whole.
- 2.17. The TransRisk index is an indicator of the User's payment behavior within the Platform and may be calculated for Users from each Product line, if the User publishes Freight offers.
- 2.18. TransRisk is calculated on the basis of data and information provided by the User, available in databases (business information offices, rating agencies, data from disclosed financial statements) and also collected through the Trans.eu Platform.
- 2.19 Every User is obliged to provide true data in the process of calculating the TransRisk index and agrees to:
- a) downloading data from external sources: business information offices, debt exchanges and rating agencies,
 - b) collecting and using historical data from activities on the Trans.eu Platform (including in particular data on payments collected and processed within the usage of services, specified in XII).
- 2.20 The Service Provider is not responsible for:
- a) incorrectly calculated and indicated value of the User's TransRisk index, if it results from providing false or outdated information by the User or credit information agencies, as well as placing such data in registers accessible to the public. Liability for the aforementioned title rests solely with the data providers.
 - b) untimely payment of payment obligations by the Users,
 - c) deprivation or refusal to calculate the TransRisk index,
 - d) failures of software containing elements of the TransRisk index,
 - e) not displaying or displaying outdated information about TransRisk indexes of the Users,
 - f) lost profits for the Users in connection with the events referred to in (a) to (e) above.

- 2.21. The list of Certificates is available on the User's profile. The User shall bear full responsibility for the published Certificates. The rules of granting the Trans.eu Certificates are specified in separate regulations.
- 2.22. There is also a system of granting references to Users (at every stage of using the Platform) who have sent a "request for reference" on the Platform. References can be provided by other Users as well as an entrepreneur from outside the Platform. References may be made public on the Platform with an indication of their issuer. The creditor is responsible for its truthfulness and integrity.
- 2.23. The Service Provider may also make available other information, coming from third parties, including, in particular, from official registers, or established on the basis of the User's data and documents, about the User within the "Company Information", if it will be helpful for other Users in the process of verification of the security of the concluded transaction (in particular, information about the existence of receivables, quality of the policy, other certificates and rights).

3. Accessory Services

- 3.1. Within the scope of using the Products specified in point IX.1 the Customer may use accessory services to the Products, which in particular enable: concluding transactions in the mode designated by the issuer of the offer as Private (limited participants) i.e.: from SmartMatch or special Dedicated Exchanges, as well as using other additional functionalities (hereinafter: **Accessory Services**).
- 3.2. **SmartMatch** - an algorithm for selecting a subcontractor in order to submit an inquiry to provide a transport service based on the User's filters or the content of the offer the Freight offer published by the User. The condition for using SmartMatch is obtaining the Authorization. The algorithm verifies all authorised Users (both Private and Public). Submitting a Freight offer under SmartMatch is an invitation to negotiate and does not guarantee receipt of a transport order. SmartMatch fees will be charged only in case of mutual acceptance of Freight and will be borne by the party accepting the Freight offer with SmartMatch. Fees for Smart Match shall be charged in accordance with the Price List.
- 3.3. **Additional Active User Account** - each Related User's account (User TransID), exceeding the limit defined in the Subscription, who was logged in during a given Settlement period for Micropayments was logged into the Platform on a Related Account with access to Public Freight Exchange and/or Private Freight Exchange. Fees for Additional Active User Account shall be charged within the Settlement periods for Micropayments.
- 3.4. **Additional Publication** - publication of an offer above the limit included in the Subscription. Fees for Additional Publications will be calculated in Settlement Periods for Micropayments.
- 3.5. The use of the Accessory Services is payable and the prices and rules of their payment are defined in the Price List or in separate price lists.

4. Supporting Applications

- 4.1. As a support of the use of the Products, the User may use applications related to the Platform, enabling mobile use of some of its functionalities (hereinafter: Supporting Applications), made available without additional fees on the basis of separate regulations.
- 4.2. Within the Platform, the User can use the Loads4Driver mobile application, which is used for ongoing communication with drivers as well as to provide the monitoring signal.
- 4.3. The condition of using Loads4Driver is to create a Related Account with the definition of its role as a “Driver” and to install a mobile application on a terminal device (smartphone), meeting the technical conditions specified in the manual, and obtain appropriate approvals from a given natural person.
- 4.4. The use of Loads4Driver might be subject to a fee to be borne by the User, specified in the Price List and calculated in accordance with point VIII.
- 4.5. The use of individual functionalities of the Platform is also possible through mobile applications: Loads2Go! and TransMessenger. Mobile applications are an additional form of using a specific range of functionalities in the Product and their availability is a consequence of the User's access to the Platform and individual Products.

5. Related services

- 5.1. In addition to the Services and Products made available to the public in accordance with the Regulations and the Price List, the Service Provider reserves the right to offer certain segments of Users the use of products and services related to the Platform, provided on the basis of separate agreements and regulations (hereinafter: Related Services), especially:
 - a) **Dedicated Exchanges** - platforms and functionalities used for exchange of information about Freight offers in a limited group of recipients,
 - b) **Alternative Exchanges** - special exchanges, established for a specific territorial scope and/or scope of functionality on the basis of separate regulations and price lists,
 - c) **Visibility** - an additional module in the Platform, enabling electronic management of the transport process, including, in particular, monitoring the transport of goods using a signal provided to the Platform,
 - d) **Dock Scheduler** - a system for managing Bookings and the schedule of loading and unloading,
 - e) **Dedicated Reports** - the module with access to analytical reports,
 - f) **Simple Tenders** - service used to actively acquire subcontractors,
 - g) **eCMR** - the platform for managing the electronic consignment note (eCMR),
 - h) **Best Route Assistant (BRA)** - route planning and cost calculation assistant,
 - i) **Preferred Carrier Offer** - a module enabling offers publication to a named recipient using various functionalities and communication channels.
- 5.2. For Related Services, the Platform Regulations apply complementary to the regulations and contracts governing them.
- 5.3. If a given Related Service refers to the Database, including in particular the User Database, Users are entitled to participate in the Related Service in accordance with its regulations.

X. COMPLAINTS and NOTIFICATIONS

1. A complaints and notifications of the illegal content may be submitted:
 - a) in writing to the address of the Service Provider,
 - b) by e-mail to: info@trans.eu
 - c) by means of the submission form available on the website: <https://www.trans.eu/tr/iletisim/> .
2. A complaint should contain:
 - a) TransID of the submitter (or Tax Identification Number, if there is no account on the Platform),
 - b) name and surname or business name and address of residence or of the registered office of the Users concerned by the complaint/notification,
 - c) determination of the subject matter of the complaint/notification,
 - d) a statement of the circumstances justifying the complaint/notification.
3. If the submitted complaint/notification does not meet the conditions set out in point X.2., the Service Provider will immediately inform about the necessity to supplement it, specifying the time limit, not shorter than 7 days and the scope of such supplementation, with the instruction that if the complaint is not supplemented within the specified time limit, the complaint will be left unprocessed. After the ineffective lapse of the set time limit, the complaint is left unprocessed,
4. The Service Provider processes the complaint within 15 days from the day of its submission. The Service Provider reserves the right to extend the 15-day time limit for responding to a situation in which the answer depends on the collection of additional technical or legal analyses or translation, of which the Service Provider will immediately inform the Complainant.
5. A response to a complaint may be given:
 - a) in writing, by sending the response to the User's address,
 - b) by e-mail to the e-mail address indicated by the Complainant,
 - c) by telephone.
6. The Service Provider reserves the right to leave a complaint/notification unresponded if the complaint does not contain sufficient data to identify the User or the entity that submitted the complaint or does not contain data enabling the complaint to be responded and sent,
7. The User is fully liable for the content of the complaint/notification.
8. The User who does not agree with the complaint response has the right to submit a request for reprocessing of the complaint within 90 days from the date of receipt of the response. The provisions of points X.1. – X.7 are applied respectively.
9. As a result of reprocessing of the complaint in accordance with point X.8, the complaint procedure is exhausted for the User and there are no further internal means of appeal, unless:
 - a) the User presents new circumstances and evidence which may affect the settlement of the complaint,
 - b) the User resumes correspondence in order to gain access to the Services on the basis of individual terms and conditions referred to in point VII.2.2.

10. Member State authorities, the Commission and the European Board for Digital Services may contact the provider of intermediary services via the e-mail address indicated on www.trans.eu under "contact".

XI. PERSONAL DATA PROTECTION

1. SCOPE OF DATA – PERSONAL DATA CONTROLLER

- 1.1. To the extent that the User is subject to the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter: GDPR), the Controller of personal data is - Trans.eu Group S.A. with its registered office in Wrocław address: Raławicka 2-4, 53-146 Wrocław, Poland, entered in the register of entrepreneurs under KRS no.: 0000720763, Tax Identification Number (NIP): 8942764658, National Business Registry Number (REGON): 932920615..
- 1.2. Trans.eu Group S.A. has appointed a Data Protection Inspector who can be contacted via e-mail at: iod@trans.eu.
- 1.3. Providing personal data is voluntary, but necessary to obtain access to the Platform. The legal basis, the purpose, the period of personal data processing and entitlements, as well as other important information regarding the principles of personal data processing are detailed in the Privacy Policy available at <https://www.trans.eu/en/privacy-policy/>.

2. ENTRUSTMENT OF DATA PROCESSING

- 2.1. Trans.eu Group S.A. is also the Processor (within the meaning of the GDPR - it is a processing entity or hereinafter referred to as: Processor) in the scope of personal data entered by the Users and Related Users during the exchange of correspondence or by means of other functionalities available on the Trans.eu Platform, unless explicitly indicated otherwise.
- 2.2. Trans.eu Group S.A. is not responsible for data entered by the Users and Related Users during the exchange of correspondence or through other functionalities available on the Trans.eu Platform.
- 2.3. With regard to the data referred to in point 2.1 above, the User and the Processor, together with the acceptance of these Regulations, conclude an agreement entrusting the processing of personal data to the Processor, pursuant to which the Processor accepts the personal data entrusted by the User as a controller for processing. The subject of entrustment are personal data entered by the Users and Related Users when exchanging correspondence or using other functionalities available on the Trans.eu Platform. The entrustment takes place for the purpose of performing the Agreement, continues for the duration of the Agreement and is of a permanent nature.
- 2.4. Trans.eu Group S.A. undertakes to:
 - a) the processing of personal data exclusively on the documented order of the controller (User) which in particular is the Regulations and the agreement to entrust the processing of personal data, and

- b) ensure that the persons authorized to process personal data undertake to maintain confidentiality;
- c) take the measures to safeguard data required by the GDPR and to assist the controller in meeting its obligations in this respect,
- d) observe the terms and conditions of using the services of another processor – the so-called sub-entrustment of data processing is allowed for the benefit of entities providing services supporting the provision of services by the Processor, to which the User agrees as the data controller,
- e) assist the User in fulfilling his or her obligation to respond to the data subject's requests to exercise his or her rights as set out in the GDPR,
- f) delete the data or to return the data to the User as data controller after the processing has been completed, in accordance with the User's decision,
- g) assist the controller in fulfilling the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information available to the controller,
- h) provide the User with all information concerning the personal data entrusted to him or her, which is necessary to demonstrate the fulfilment of his or her obligations and to enable him or her or an auditor authorized by him or her to carry out audits.

2.5. The Processor is entitled to further entrust personal data. The further entrustment may concern in particular entities of the group of companies to which Trans.eu Group S.A.¹ belongs, as well as entities providing IT support services and other subcontractors (e.g. entities dealing with the Platform), the list of which is always available to the User (controller) at his or her request. The User, as the controller of personal data, hereby consents to further entrustment under the conditions set out above (taking into account point 2.3 d). The obligation to inform about any intended changes concerning the addition or replacement of other processors are performed by the Processor by making the above list available at the request of the controller (User).

3. JOINT CONTROL OF DATA – ONELOGIN

- 3.1. As part of the Logging in with TransID (ONELOGIN) service and in the processing of personal data for common group marketing purposes (joint products), companies from the Trans.eu group² may have the status of Joint controllers of personal data (Article 26 of the GDPR).
- 3.2. By way of joint arrangements, the joint controllers have clearly defined the respective scopes of their responsibilities regarding the fulfillment of the obligations arising from the GDPR.
- 3.3. The arrangements referred to above duly reflect the respective scopes of responsibilities of the joint controllers and the relationship between them and Users and Related Users. Each of the Trans.eu group³ companies individually defines detailed information on the principles of personal data protection in its Privacy Policies, available from each service provider separately on websites and in specific services, which can be accessed via links on the website or Platform.

¹ The list of companies from the group is available on the website - <https://www.trans.eu/pl/o-nas/>

² As above

³ As above

Trans.eu Group S.A. recommends reading the subject documents on the websites of service providers.

- 3.4. Regardless of the arrangements referred to above, the User and the Related User may exercise their rights under the GDPR towards each of the administrators, in accordance with the channels indicated in the Privacy Policies.

4. OTHER PROVISIONS

- 4.1. In order to perform an agreement, personal data may be processed automatically (including in the form of profiling). The purpose of profiling is to collect information about activity within the Trans.eu Platform and preferences of the User or Related User which allow for better adjustment of an offer and messages addressed to the Users and Related Users, as well as to detect events that may pose a threat to the safety of the Users and Related Users. The legal basis for processing in this respect is the legitimate interest of the Administrator (Article 6(1)(f) of the GDPR). The User has the right to object at any time to the processing of data for reasons related to his particular situation, when the data is processed for purposes resulting from the legitimate interests of the Service Provider, for purposes related to direct marketing, including profiling.
- 4.2. In the scope not regulated by the above provisions, the provisions of the GDPR (in particular Article 28 and Article 29 of the GDPR) and relevant national provisions.
- 4.3. In regards to any questions or wishes to report the exercise of your rights regarding the processing of your personal data, please contact the Administrator: Trans.eu Group S.A., Raławicka 2-4, 53-146 Wrocław, Poland, (contact: info@trans.eu).

XII. OTHER SERVICES AVAILABLE TO USERS OF THE PLATFORM

Within the Trans.eu Platform the Users may use services of other entities dedicated to the TSL sector. The Service Provider only shares information about the services and does not provide or act as an agent in their provision.

1. Financial and debt collection services

- 1.1. Debt collection services and Debt exchange - Users may request collection of receivables under either an amicable settlement or a court order as well as place an offer of disposal of receivables towards other Users at the Debt Exchange administered and maintained by Pactus.eu sp. z o.o. Services are provided under a separate agreement concluded between Pactus.eu sp. z o.o. and the service provision regulations of Pactus.eu sp. z o.o. available on <https://pactus.eu/en/>.

2. APPS FOR TRANSPORT

- 2.1. Goodloading.com - an application for optimal planning of cargo space, the terms and conditions of which are specified in separate regulations (<https://www.goodloading.com>).

3. COMMUNITY

- 3.1. Through the Trans.eu Platform the Users may use social services which allow for regular access to the most important news and sector events as well as browse for needed information such as: Trans.Info, Bans for Trucks, Transparking.
- 3.2. Rules of functioning and conditions for using the tools are specified in the regulations available on their respective sites.

XIII. FINAL PROVISIONS

1. The Service Provider publishes amendments to the Regulations at <https://www.trans.eu/tr/regulations/>.
2. The Service Provider has the right to unilaterally change the provisions of these Regulations. Amendments enter into force upon placing the amended text of the Regulations on the website indicated in point XIII.1 or on the date indicated in the content of the published Regulations, wherein the User will be informed about any significant changes to the Regulations no later than on the date of publication of the new content of the Regulations by sending information to the e-mail address indicated in the Related Account. A change of contact details (including e-mail addresses and website addresses) indicated in the Regulations or obvious editorial errors, as well as the information in point XII (addition or deletion of information) does not constitute an amendment to the Regulations.
3. In matters not regulated by these Regulations or the Agreement, the law applicable to the Service Provider is applicable.
4. Any disputes arising out of or in connection with these Regulations will be settled by the common court of competent territorial jurisdiction over the registered office of the Service Provider.

Appendix No. 1 - **General Terms and Conditions of the License** (hereinafter referred to as "**T&Cs**")

The terms used in these T&Cs have the same meaning as the definitions used in the Regulations of the Trans.eu Platform (hereinafter referred to as the "Regulations"), unless otherwise indicated in these T&Cs or the content of the T&Cs clearly indicates a different meaning.

I. License

1. Grant of License

1.1. By accepting the Regulations of the Trans.eu Platform and these T&Cs, the Licensor, upon downloading/proceeding to use the Software by the User (hereinafter referred to as the "Licensee"), grants the Licensee a non-exclusive, non-transferable, territorially and temporally unlimited license including the right to access, use, download, install, store, run and display the Software for purposes related to the conduct of a business activity.

1.2. The Licensee acknowledges and agrees that the copyrights to the Software are vested exclusively in the Licensor and its providers. This agreement does not transfer copyrights to the Software to the Licensee.

2. Non-distribution and non-modification

2.1. The Licensee acknowledges and agrees to use the Software only for purposes that are consistent with these T&Cs, the Regulations and applicable law.

2.2. The Licensee shall not:

- a. resell, transfer, sublease, lease, distribute, export or import the Software;
- b. act as an intermediary, supplier or otherwise provide rights to the Software to any third party;
- c. facilitate third parties' access to use the Software, including sublicensing;
- d. engage in activities prohibited under the Regulations;
- e. access or use the Software in a manner that could overload, damage, interfere with, or disrupt the integrity or availability of the Software;

- f. use of any kind of viruses, bugs, destructive Internet programs or other computer code or instructions that are intended to interrupt, remove, damage, or disassemble the Software or the communication system;
- g. send unsolicited commercial information (spam);
- h. intercept, monitor, destroy or modify any content transmitted between other Licensees.

2.2. The Licensee agrees not to undertake, cause, consent to or authorize any modification, creation of derivative elements, translation, decompilation, disassembly, breaking of the source code or bypassing technical restrictions of the Software.

2.3. The Licensor states that the Software is not copyleft software, freely available for any modifications.

2.4. The Licensee acknowledges and agrees that the copyrights to the Software in the scope of translations and studies are vested exclusively in the Licensor.

3. New versions and updates

3.1. The Licensor reserves the right, at its sole discretion, to add elements and functions to the Software and to repair, update and modify the Software.

3.2. The Licensee acknowledges and agrees that the Licensor has no obligation to provide the Licensee with subsequent versions and updates of the Software. However, the Licensee agrees to be provided with updates and new versions of the Software by electronic means, and in situations where the update is essential for the proper operation of the Software, the Licensee permits will allow updates on its device.

3.3. The Licensor has the right to monitor the operation and performance of the Software used by the Licensee, including collecting data and making performance analyses based on this data in order to improve and modify the Software. All such activities are anonymous.

II. Remuneration

1. The Licensor undertakes to provide and distribute the Software as freeware regardless of its modifications and the introduction of new versions.
2. The Service Provider may charge fees for the provision of services as part of the Additional Functions of the Software under the terms set out in the Regulations, based on the Agreement for the provision of services on the Trans.eu Platform concluded with the Licensee.

III. Other responsibilities of the Licensee

1. The Licensee undertakes not to remove, erase, prevent reading or change the content of copyright notices on the Software under pain of termination of the license with immediate effect, blocking access to the Software and civil and criminal liability in accordance with the provisions of applicable law.
2. The Licensee shall not take any action with the intent to harm, restrict or interfere with the Copyrights to the Software under pain of immediate termination of the license, blocking access to the Software and civil and criminal liability under the provisions of applicable law.

IV. Suspension and termination of the License

1. In the event of violation of any of the above prohibitions or the Regulations, the Licensor reserves the right to immediately block the accounts created by the Licensee (Account and Derivative Accounts) and technical access to the Software, terminate or suspend the license with immediate effect, and take the most far-reaching measures to hold the Licensee liable for the violations committed, in the field of civil and criminal law.
2. Either party has the right to terminate the license agreement without cause upon one month's written notice, effective at the end of the calendar month. Termination of the license agreement by either Party shall result in the termination of the Agreement referred to in the Regulations.

V. Liability of the Licensor

1. The Licensee acknowledges that, despite the Licensor's best efforts and care for the quality of the functioning of the Software, the Licensor shall not be liable for any interference, delay or other obstruction of communications between Users of the Software.
2. The Licensee acknowledges that, despite the Licensor's best efforts and care for the quality of the functioning of the Software, the Licensor shall not be liable under any guarantee or warranty for the Software, in particular with respect to proper operation, compliance with the regulations, commercial or utility value.
3. The Licensor does not guarantee that the Software will always be available or that its operation will be uninterrupted or secure. The scope of the Licensor's liability is specified in Section VI point 1 of the Regulations.
4. In the event of dissatisfaction with the Software covered by this license, the Licensee has only the right to uninstall and cease using the Software, without any further claims for damages.

VI. Final provisions

1. The Licensee may not transfer all or any of the rights and obligations under this license to third parties without the prior written consent of the Licensor.
2. To the extent not regulated by these T&Cs, the provisions of the Regulations shall apply accordingly.
3. This license and all rights arising from it are governed by the laws of the Republic of Poland.
4. Any disputes related to the license shall be settled exclusively by the common courts of the Republic of Poland with jurisdiction over the Licensor's registered office.
5. If any of the provisions of the T&Cs is invalid in part or in whole due to its inconsistency with generally applicable laws, the remaining part of the agreement shall remain in force and shall be interpreted in accordance with the applicable provisions of law so as to preserve as faithfully as possible the meaning of the invalid provision.
6. The Licensee acknowledges that any correspondence regarding the license sent by the Licensor to the last valid postal, electronic or other address provided by the Licensee during

registration or modification of the Account data shall be deemed effectively delivered and shall have legal effect.

7. The Licensee declares that he/she has read the content of these General Terms and Conditions of the License – T&Cs and understands the content of the rights and obligations arising from them.